

Decision _____

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Jeffrey B. Cason,

Complainant,

vs.

Southern California Edison Company
(U338E),

Defendant.

(ECP)
Case 14-04-030
(Filed April 25, 2014)Jeffrey B. Cason, for himself, Complainant.Vanessa Kirkwood and Prabha Cadambi, for Southern California
Edison Company, Defendant.**DECISION DENYING COMPLAINT AND
GRANTING DEFENDANT'S MOTION TO DISMISS****Summary**

Jeffrey B. Cason, (Complainant) requests reimbursement of costs to repair the air conditioner installed as part of the Southern California Edison Company (SCE) Energy Savings Assistance (ESA) program.¹

¹ The ESA program provides energy efficiency services, including air conditioning units, to income-qualified customers to assist in energy conservation and reduced energy costs.

SCE claims Complainant waived the right to any form of additional recovery since Complainant signed an agreement to that effect when SCE replaced the initial ESA-provided air conditioner with a new one. SCE also claims that the recovery sought by Complainant constitutes damages, which the California Public Utilities Commission lacks jurisdiction to award. The request for relief is denied and Defendant's motion to dismiss is granted as discussed below.

1. Positions of the Parties

Jeffrey B. Cason (Complainant), who resides at 3024 Sunflower Circle E., Palm Springs, states that his old air conditioning unit was replaced on August 30, 2010, as part of his participation in Southern California Edison Company's (SCE) Energy Savings Assistance program. The unit included a two-year manufacturer's warranty and a one-year workmanship warranty from the date of installation.

According to the timeline of events and supporting documentation included in the complaint, the air conditioner first stopped producing cool air in June 2012, within the two-year manufacturer's warranty period. The original installation contractor, John Harrison Contracting, sent a sub-contractor, RKM Heating and Air Conditioning (RKM), to repair the unit. RKM replaced a part and noted on the invoice that there must be a leak but it could not be located. Freon was added and RKM's total charge of \$356.75 was billed to and paid by Consolidated Comfort Group.

In April of 2013, after the manufacturer's warranty period had expired, the unit again stopped producing cool air and RKM was again called to make

repairs. The unit was recharged once more and the Complainant paid \$292 for the recharge.²

In July of 2013, the air conditioner again stopped producing cool air. Complainant states that he had no confidence that calling RKM would produce better results than the first two calls had, so he hired Best in the West Air Conditioning (Best in the West) to repair the air conditioning unit. Complainant alleges that Best in the West told him the earlier attempts to repair the air conditioning unit were unsuccessful because the problem had not been properly identified. Complainant was told that the coil needed to be replaced because it leaked oil/Freon and recharging is a temporary fix. Complainant paid \$181.10 to recharge the Freon.

Complainant states that in December 2013 the heater was not working and Best in the West was called to repair the unit. Complainant states that at this time the air conditioning unit was also not working. Fixing the heating element cost the Complainant \$250 and the estimate to replace the faulty coil to stop the oil and Freon leak in the air conditioning unit was \$1,650.

Although Complainant admits that he ultimately received a new air conditioning unit from SCE at no cost, he seeks recovery of the \$730.10 out-of-pocket repair costs he incurred on the first unit.

SCE filed its response to the complaint and a concurrent motion to dismiss on May 22, 2014. In its answer, SCE states that on April 9, 2014, Complainant waived any entitlement to the relief requested since he signed an Agreement with SCE accepting SCE's offer to replace the air conditioning unit and

² The invoice notes "Found system low on R410a. Quoted for leak check & repair, leak seal, or to recharge. Customer elected to recharge."

acknowledging that SCE is not liable for any past or future costs incurred by Complainant for work performed on the allegedly defective unit. SCE replaced Complainant's air conditioning unit, free of charge, on April 17, 2014.

SCE also contends that Complainant's request for recovery of the repair costs constitutes consequential damages which are outside the California Public Utilities Commission's (Commission) jurisdiction to award and requests that the complaint be dismissed.

2. Discussion

At the request of the Complainant and with no objection from SCE, a telephonic evidentiary hearing was held on September 9, 2014.

We are concerned that a program to help income-qualified customers reduce their energy bills has resulted in out-of-pocket repair costs to the Complainant. However, Complainant's request for repayment of the repair costs constitutes damages, which the Commission has no jurisdiction to award. The Commission's jurisdiction is limited to reparations in the form of a refund or adjustment to a utility bill.³ Complainant must pursue recovery of damages in civil court.

At the end of the telephonic evidentiary hearing, SCE offered to provide some accommodation to the Complainant. Although the Administrative Law Judge (ALJ) sought information on the results of the accommodation attempt, as of this writing, no information has been received from SCE or the Complainant.

³ See Decision (D.) 91-10-008 and D.11-09-027.

Since the complaint seeks recovery of damages that are outside the Commission's jurisdiction to award, the relief requested is denied and SCE's motion to dismiss is granted.

3. Assignment of Proceeding

Michael Picker is the assigned Commissioner and Linda A. Rochester is the assigned ALJ in this proceeding.

IT IS ORDERED that:

1. Complainant's request for relief is denied.
2. Southern California Edison Company's Motion to Dismiss is granted.
3. Case 14-04-030 is closed.

This order is effective today.

Dated _____, at San Francisco, California.